

# **EXHIBIT A**

**(State Court Pleadings)**

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Kanesha Thomas,

Plaintiff,

vs.

Lexis Nexis Risk Solutions, Inc. and Trans  
Union LLC,

Defendants.

IN THE COURT OF COMMON PLEAS

FIFTH JUDICIAL CIRCUIT

Case No.

**SUMMONS**

RICHLAND CO.  
FILED  
2017 FEB 24 AM 10:50  
JEANETTE W. HARRIS  
C.C.P. & G.S.

TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you and to serve a copy of your Answer to the said Complaint on the subscriber, David A. Maxfield, Esquire, at his office at 5217 N. Trenholm Rd., Ste. B, Columbia, South Carolina 29206, within thirty (30) days after service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the court for the relief demanded in the Complaint. If you fail to appear and defend, judgment by default will be rendered against you for the relief demanded in the Complaint.

By:



David A. Maxfield, Esq. (SC Bar 7163)  
DAVE MAXFIELD, ATTORNEY, LLC  
5217 N. Trenholm Rd., Ste. B  
Columbia, South Carolina 29206  
(803) 509-6800

DATED: February 20, 2017  
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Kanesha J. Thomas,

Plaintiff,

vs.

Lexis Nexis Risk Solutions, Inc., and  
Trans Union LLC,

Defendants.

IN THE COURT OF COMMON PLEAS

FIFTH JUDICIAL CIRCUIT

Case No.

**COMPLAINT**

(Jury Trial Requested)

JEANETTE M. HOBBS  
C.C.P. & G.S.

2017 FEB 24 AM 10:50

RICHLAND CO.  
FILED

Plaintiff, complaining of the Defendants above-named, would show this Court as follows:

**JURISDICTION**

1. The State of Residence of Plaintiff is the State of South Carolina.
2. The Defendant Lexis Nexis Risk Solutions, Inc. ("LexisNexis") is a foreign corporation with its principal place of business, "nerve center" and headquarters in the State of Georgia.
3. The Defendant Trans Union LLC ("Trans Union") is a foreign corporation with its principal place of business, "nerve center" and headquarters in the State of Illinois.
4. This Court has jurisdiction over the parties and subject matter of this action, and venue is proper based upon the non-residence of the Defendant(s) herein.

**FACTUAL ALLEGATIONS**

5. Over the last two years, Defendants have mixed Plaintiff's personal, residential and other history with that of another "consumer," Plaintiff's twin sister, "Kamesha J. Boyd" or "Kamesha Thomas Boyd" and "Kanesha Thoms".

6. Because of the mixing, and other errors by the defendants, plaintiff has suffered damages, beginning with her inability to purchase car insurance at a rate appropriate for her driving history.
7. On or about July 1, 2016, due to the mixing, the Plaintiff's insurance carrier, Geico, changed the insured under her policy to "Kamesha J. Boyd."
8. After receiving the insurance card in the mail, Plaintiff contacted Geico regarding the error and learned that her information had been mixed with her sister, and that her brother-in-law (Pierre Boyd's) negative driving record and/or prior accident(s) had now been made a part of her record by Defendant Lexis.
9. Plaintiff was unable to return the policy to her name and was forced to cancel her policy; then she was forced to open a new policy at a higher rate.
10. On or about August 9, 2016 Plaintiff received a copy of her credit file from Defendant Lexis Nexis Risk solutions, Inc. wherein she discovered numerous other inaccuracies in it, including her sister's and brother-in-law's name, addresses, and personal information.
11. On or about August 29, 2016, Plaintiff made an extensive and detailed written dispute to Defendant Lexis Nexis; however, Defendant Lexis Nexis failed and refused to correct the errors in her file.
12. On or about August 2016, Plaintiff, fearing that her sister's information was also negatively affecting her other credit files as it had in the past, requested her credit reports from other credit reporting agencies.
13. Upon receipt of her Trans Union credit file, Plaintiff learned that it too contained inaccuracies in her personal information, including incorrect the name variation "Kanesha J. Thoms."

14. Plaintiff then discovered that Defendant Trans Union sold her credit file to multiple third-parties with no permissible purpose to view it, in violation of 15 U.S.C. 1681(b).
15. On or about August 29, 2016 Plaintiff made a written dispute of the incorrect information and unauthorized inquiries to Trans Union.
16. In response, Defendant Trans Union failed to remove the incorrect personal information or unauthorized inquiries from Plaintiff's credit file, in violation of 15 U.S.C. § 1681i.
17. As a direct and proximate result of Defendants' wrongful acts, Plaintiff has been damaged; she has significant frustration, loss of her insurance, a higher insurance premium, and emotional distress, invasion of her privacy by sale of her file to parties with no permissible purpose to view it, and has spent significant personal time attempting to correct her files, to no avail.

**FOR A FIRST CAUSE OF ACTION  
(Negligent Noncompliance with FCRA)**

18. Plaintiff realleges and incorporates the allegations contained elsewhere herein to the extent not inconsistent with the allegations of this Cause of Action.
19. Defendants prepared and furnished credit reports on Plaintiff that contained false information.
20. Plaintiff notified Defendants that they were reporting false information, disputed that information, and asked Defendants to correct it.
21. Despite those disputes, Defendants continued to report false information.
22. Upon information and belief, Defendants' reporting is at present false and incorrect.
23. Defendants have negligently failed to comply with the requirements of the FCRA, including but not limited to the requirements contained in 15 U.S.C. §1681e and §1681i.
24. Additionally, Defendant Trans Union has negligently failed to comply with the requirements contained in 15 U.S.C. §1681b of the FCRA.

25. Because of Defendants' failure to comply with the requirements of FCRA, Plaintiff suffered and continues to suffer actual damages, including economic loss, denial of credit, lost opportunity to receive credit, damage to reputation, invasion of privacy, emotional distress and interference with Plaintiff's normal and usual activities for which Plaintiff seeks damages in an amount to be determined by the jury.

26. Plaintiff requests attorney fees pursuant to 15 U.S.C. §1681o(a).

**SECOND CAUSE OF ACTION  
(Willful Noncompliance with FCRA)**

27. Plaintiff realleges and incorporates the allegations contained elsewhere herein to the extent not inconsistent with the allegations of this Cause of Action.

28. Defendants prepared and furnished credit reports on Plaintiff that contained false information.

29. Plaintiff notified Defendants that of the reporting of false information, disputed that information, and asked Defendants to correct it. Despite those disputes, Defendants continued to report false information.

30. Defendants willfully failed to comply with the requirements of FCRA.

31. Because of Defendants' willful violations of the FCRA, Plaintiff is entitled to recover actual, statutory and punitive damages.

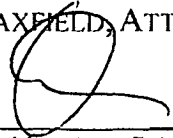
32. Plaintiff requests attorney fees pursuant to 15 U.S.C. § 1681n(a).

**PRAYER FOR RELIEF**

WHEREFORE, the prayer of the Plaintiff is for judgment in an amount sufficient to compensate Plaintiff for actual damages, together with punitive damages, statutory damages, such interest as is allowable by law, costs, attorney's fees, and such other relief as is just and proper.

DAVE MAXFIELD, ATTORNEY, LLC

By:



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David A. Maxfield, Esq., SC Bar No 7163  
5217 N. Trenholm Road, Suite B  
Columbia, SC 29206  
803-509-6800  
855-299-1656 (fax)  
[dave@consumerlawsc.com](mailto:dave@consumerlawsc.com)

January 17, 2017

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Kanesha J. Thomas,

Plaintiff,

Vs.

Lexis Nexis Risk Solutions, Inc. and  
Trans Union LLC,

Defendants.

IN THE COURT OF COMMON PLEAS

FIFTH JUDICIAL CIRCUIT

Case No.2017-CP-40-1087

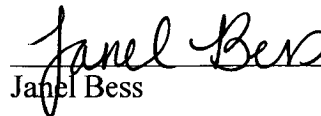
CERTIFICATE OF SERVICE

I, the undersigned employee of Dave Maxfield, Attorney, LLC do hereby swear and affirm that on the 24th day of February, 2017, I served the foregoing **Summons & Complaint**, by sending a copy of same by U.S. Certified Mail, Restricted Delivery,

Return Receipt Requested to the following:

Lexis Nexis Risk Solutions, Inc.  
c/o CT Corporation System  
2 Office Park Court Suite 103  
Columbia, South Carolina 29223

Trans Union LLC  
c/o The Prentice- Hall Corporation System, Inc.  
1703 Laurel Street  
Columbia, South Carolina 29201

  
Janel Bess

DATED: February 24, 2017  
Columbia, South Carolina



STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Kanesha Thomas,

Plaintiff,

vs.

Lexis Nexis Risk Solutions, Inc. and Trans  
Union LLC,

Defendants.

IN THE COURT OF COMMON PLEAS  
FIFTH JUDICIAL CIRCUIT

Case No. 2017-CP-40-1087

PROOF OF SERVICE

I, the undersigned, an employee of Dave Maxfield, Attorney at Law, have served  
The Prentice-Hall Corporation System as registered agent for **Trans Union LLC** by  
U.S. Certified Mail, Restricted Delivery, Return Receipt Requested on the **28th day**  
**of February, 2017**, with a **Summons & Complaint** in the above entitled action as  
shown by the attached receipt.

*Janel Bess*  
Janel Bess

SWORN to before me this  
*2nd* day of *March*, 2017

*Kristen Woodward*  
NOTARY PUBLIC FOR THE  
STATE OF SOUTH CAROLINA  
My commission expires: *9-4-22*

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>L.D. Hen</i></p> <p>C. Date of Delivery <i>2/28/17</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: <i>The Prentice Hall Corp. System</i> <i>1703 Laurel Street</i> <i>Columbia, SC 29201</i></p> <p>9590 9402 2256 6225 5524 60</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

Domestic Return Receipt